

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND DIVISION**

In Re:	Case No. 20-11750
Shavon Danette Sanders	Chapter 7
Debtor(s).	Judge Jessica E. Price Smith

**MOTION OF CARVANA LLC FOR
ABANDONMENT**

**2017 CHEVROLET SONIC - VIN
1G1JF5SB0H4149696**

Carvana LLC ('Movant') moves this Court under Bankruptcy Code §554 for Abandonment of property.

MEMORANDUM IN SUPPORT

1. This Court has jurisdiction over this matter under 28 U.S.C. §§157 and 1334. This is a core proceeding under §§ 1408 and 1409.
2. On April 4, 2019, Shavon Danette Sanders ('Debtor') obtained a loan from Carvana LLC in the amount of \$12,870.00. Such loan was evidenced by a Retail Installment Contract dated April 3, 2019 (the 'Note'), a copy of which is attached as **Exhibit A**.
3. To secure payment of the Note and performance of the terms contained in it, the Debtor executed a Security Agreement in favor of Carvana LLC dated April 3, 2019 (the 'Security Agreement'). The Security Agreement granted a lien on the Personal Property known as 2017 CHEVROLET SONIC - VIN 1G1JF5SB0H4149696 owned by the Debtor (the 'Collateral'). The Collateral is more fully described in the Security Agreement (check one)

attached as Exhibit B

OR

X contained in the Note, attached as **Exhibit A**.

4. The lien created by the Security Agreement was perfected by (check all that apply):

X Notation of the lien on the Certificate of Title. A copy of the electronic title and Vehicle Title Inquiry from the Ohio Department of Public Safety, which show proper perfection, are attached as **Exhibit B**.

Other (state with particularity):

Security Agreement.

Based on the Voluntary Petition and Schedules, the lien is the 1st lien on the Collateral.

5. The entity in possession of the original Note as of the date of this motion is Carvana LLC.

6. The entity servicing the loan is Carvana LLC.

7. The Note was transferred as evidenced by the following:

a. If the Collateral is real estate:

i. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the original lender:

X N/A.

OR

By endorsement on the Note,

Payable to: _____.

OR

By blank endorsement on the Note.

OR

By allonge attached to the Note.

OR

By blank allonge, attached to the Note.

OR

The Note is not endorsed to the Movant, or is not endorsed in blank with an allegation that the Movant is in possession of the original Note. The factual and legal basis upon which the Movant is entitled to bring this motion is (explain with particularity and attached supporting documentation):

OR

By endorsement on the Note or by allonge attached to the Note, through a power of attorney. If this box is checked, a copy of the power of attorney is attached as Exhibit <__>. Explain why it provides Movant the authority to endorse the Note:

- ii. Under Uniform Commercial Code § 3-203(a) as applicable under state law in effect where the property is located, from the <FIRST TRANSFEREE> to <____> [ADD ADDITIONAL TRANSFER SECTIONS AS APPROPRIATE. THE LAST TRANSFEREE MUST BE THE MOVANT].>
- iii. A court has already determined that Movant has the ability to enforce the Note with a judgment dated <INSERT DATE OF JUDGMENT> in the <INSERT NAME OF COURT>. A copy of the judgment is attached as Exhibit <_>.>
- iv. Other _____ [Explain].

b. If the Collateral is not real estate (check one):

N/A.

OR

X From the original lender to Carvana LLC on the face of the Retail Installment Sale Contract

8. The Security Agreement was transferred as follows (check one):

N/A.

OR

X From the original lender to Carvana LLC on the face of the Retail Installment Sale Contract

9. The value of the Collateral is \$10,725.00. This valuation is based on the NADA Official Used Car Guide (**'Exhibit C'**).

10. As of the date of this Motion, there is due and owing on the Note the outstanding principal balance of \$10,903.61, plus interest accruing thereon at the rate of 23.75% per annum as described in more detail on the worksheet. The total provided in this paragraph cannot be relied upon as a payoff quotation.

11. The amount due and owing on the Note as set forth in paragraph ten DOES NOT include a credit for the sum held in suspense account by the Movant. The amount of the credit is N/A.

12. Other parties known to have an interest in the Collateral besides the debtor(s), the Movant, and the trustee are (check all that apply):

X N/A.

The <COUNTY> County Treasurer, for real estate taxes, in the amount of \$<AMOUNT>.

<ANY OTHER PARTY HOLDING A LIEN, IF APPLICABLE
IN THE AMOUNT OF \$___ [ADD ADDITIONAL PARTIES AS
APPROPRIATE]>.

13. Movant has completed the worksheet attached as **Exhibit D**.
14. Movant is entitled to an order directing the trustee to abandon the Collateral under
11 U.S.C. §554(b) for these reasons (check all that apply):
- X The Collateral is burdensome to the estate because the
property is valued less than the total amount of the liens
against it.
 - X The Collateral is of inconsequential value and benefit to the
estate because upon liquidation of the Collateral no proceeds
will remain for the benefit of the estate.

WHEREFORE, Movant prays for an order from the Court:

- (a) AUTHORIZING AND DIRECTING THE CHAPTER 7 TRUSTEE TO
ABANDON THE COLLATERAL UNDER BANKRUPTCY CODE §554.

Respectfully Submitted,

/s/ Molly Slutsky Simons

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Attorney for Movant

CERTIFICATE OF SERVICE

I certify that on July 13, 2021, a true and correct copy of this Motion was served:

Via the Court's ECF System on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

David M. Benson, Debtor's Counsel
David@DavidBensonLaw.com

David O. Simon, Trustee
david@simonlpa.com

Office of the U.S. Trustee
(registeredaddress)@usdoj.gov

And by regular U.S. Mail, postage pre-paid on:

Shavon Danette Sanders, Debtor
5213 Dolloff Road
Cleveland, OH 44127

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)
Attorney for Movant